

BEST AVAILABLE COPY

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

MARCH 25, 1997

PTAS

GRAY CARY WARE & FREIDENRICH STEPHEN E. REITER 4365 EXECUTIVE DRIVE, SUITE 1600 SAN DIEGO, CA 92121-2189



100343786A

RECEIVED

APR 0 7 1997

DUMERO DEL CE

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/05/1996

REEL/FRAME: 8310/0395

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DESAI, NEIL P.

DOC DATE: 11/15/1996

ASSIGNOR:

TAO, CHUNLIN

DOC DATE: 11/15/1996

ASSIGNOR:

YANG, ANDREW

DOC DATE: 11/15/1996

ASSIGNOR:

LOUIE, LESLIE

DOC DATE: 11/15/1996

ASSIGNOR:

ZHENG, TIANIE

DOC DATE: 11/15/1996

ASSIGNOR:

YAO, ZHIWEN

DOC DATE: 11/15/1996

ASSIGNOR:

SOON-SHIONG, PATRICK

DOC DATE: 11/18/1996

8310/0395 PAGE 2

ASSIGNOR:

MAGDASSI, SHLOMO DOC DATE: 11/24/1996

ASSIGNEE:

VIVORX PHARMACEUTICALS, INC.

2825 SANTA MONICA BLVD. SUITE 104

SANTA MONICA, CALIFORNIA 90404

SERIAL NUMBER: 08720756

PATENT NUMBER:

FILING DATE: 10/01/1996

ISSUE DATE:

JOANN STEWART, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

5 04 07	1007	
Form 12-705 01-27-	1997 P41 90320	
DEC THE MAN TH		
the Apristant Commissioner for Pa	nal documents or copy thereof.	
1. Name of Conteying party(ies):	Name and address of receiving Party(ies) Name: VivoRx Pharmaceuticals, Inc.	
a) Neil P. Desai e) Tianle Zheng b) Chunlin Tao f) Zhiwen Yao	Street Address: 2825 Santa Monica Blvd., Suite 104	
c) Andrew Yang g) Patrick Soon-Shiong d) Leslie Louie h) Shlomo Magdassi	City: Santa Monica State: CA Zip 90404	
Additional name(s) of conveying party(ies) attached?Yes X No	Additional name(s) & address(es) attached? Yes _X_ No	
3. Nature of conveyance:		
X Assignment Merger Security Agreement Change of name Other		
Execution Date: <u>a) 11/15/96; b) 11/15/96; c) 11/15/96; d) h) 11/24/96</u>	11/15/96; e) 11/15/96; f) 11/15/96; g) 11/18/96;	
4. Application number(s) or patent number(s): If this document is being filed together with a new application is:	eation, the execution date of 01/24/97	
A. Patent Application No.(s) 08/720,756	B. Patent No.(s)	
Additional numbers at	tached? Yes _X_ No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of Applications and patents involved: _1_	
Name Stephen E. Reiter GRAY CARY WARE & FREIDENRICH	7. Total fee (37 CFR 3.41)\$ 40.00	
Street Address 4365 Executive Drive, Suite 1600	Enclosed X Authorized to charge any	
City: San Diego State: CA Zip: 92121-2189	underpayment to deposit account	
,	8. Deposit account Number: <u>07-1895</u>	
DO NOT US	E THIS SPACE	

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen E. Reiter

Name of Person Signing

Signature

Date

Registration No. 31,192

Total number of pages including cover sheet, attachments, and document: 9

AUTHENTICATION OF SIGNATURE

אימות חתימה

I the undersigned, HENRYK NEBENZAH	בנ בנצל ה. נבנצל
Notary at Jerusalem, 12 Coresh St	נוטרות ב ירושלים, רח. כורש 12
hereby certify that on 24.11.96	מאשר כי ביום
there appeared before me at my office Mr. (Mrs.,	
Miss) Shlomo Mogadassi who is	מר(ת) שלמה מגדסי הידוע(ה) לי ידיעה אישיח.
known to me personally (whose identity was proved to $0-520971 \mu - \mu$	(שוחתו(ח) חוכחת לי על פי תעורת זהותו(ח).
me by Identity Booklet	сопр. 1-4-1005 0-5209714-4 меня жиня
of Enterior Jerusalem 07.1.93	שניתו(ח) מאת משרד הפנים ב ירושלים
and signed of his (her) (their) own free will the above	ביום 7.1.93 (ו) מרצונו(נה) (נם)
document (the attached document marked	החפשי על המסמך שלעיל (המצורף והמסומן באות/כמספר
(the document overleaf).	וו א וו א שמעבר לדף).
In witness whereof I hereby authenticate the signa-	
ture(s) of Mr. (Mrs., Messrs., Mesdames, Misses)	ולראיה הנני מאמת את חתימתו(ה)(ם) של מר(ת)
Shlomo Magdassi by my own signature and	שלמה מגדסי שלמה מגדסי
seal this24.11.96	בחתימת ידי ובחוחמי, היום
fees paid.	שכר בסך
Lehaus III	
H NEBENZAHL MOTARY	חתימוז ארצוערטיין ארצוערטיין ארצוערטיין ארצוערטיין ארצוערטיין
Notary's Seal	H NEBENZAHL MOTARY (Signature)
Where separate was pro-	• ניצבו יותר מאדם אחד, יש לפרש בשמו של כל אחד לחוד בציון דרך והוכחת הוהות שנקטו לגביו.
Note:	הערח: מחק את הטעון מחיקה.
	1000 arkum browning bloom
	טופט מטי 1 תקנות הנוטריונים תשל"ז 1977 הוצא והודפס ע"י לשכת עורכי הדין, ועד מחווי ת"איםו

ASSIGNMENT

This Assignment is made by Neil P. Desai of Los Angeles, California, Chunlin Tao of Beverly Hills, California, Andrew Yang of Rosemead, California, Leslie Louie, of Montebello, California, Tianli Zheng of Culver City, California, Zhiwen Yao of Culver City, California, Patrick Soon-Shiong of Los Angeles, California, and Shlomo Magdassi of Jerusalem, Israel, Assignors, to VivoRx Pharmaceuticals, Inc., Assignee, having a place of business at 2825 Santa Monica Boulevard, Suite 104, Santa Monica, California 90404.

WHEREAS, Assignors have invented a new and useful invention entitled PROTEIN STABILIZED PHARMACOLOGICALLY ACTIVE AGENTS, METHODS FOR THE PREPARATION THEREOF AND METHODS FOR THE USE THEREOF for which an application for United States Letters Patent was filed on October 1, 1996, in the United States Patent and Trademark Office and assigned Serial No. 08/720,756 and identified as Attorney Docket No: P41 90320;

WHEREAS, Assignors believe themselves to be the original inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the invention and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors sell, assign, and transfer to Assignee, the entire right, title, and interest in and to said invention, said

application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Assistant Commissioner for Patents of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date(s) provided below.

Assignment on the data (1)	
Assignor: WEIL P. DESAI	
A. Item	
= 1 19 0000	
Signature	
STATE OF CALIFORNIA)	
STATE OF CALIFFRANA) COUNTY OF COS ANGIELES)	
COUNTY OF COS AUGICES)	
on 150, 15, 1996, before me, NEIL NESAL proved to me on the basis	
notary public, personally appeared proved to me on the basis personally known to me - OR proved to me on the basis person(s) whose name(s) is/are	
of satisfactory evidence to be and acknowledged to me that	
gubscribed to the within zero, they their authorized	
he/she/they executed the same in his/her/their dutility on the capacity(ies), and that by his/her/their signature(s) on the capacity(ies), or the entity upon behalf of which the	
capacity(ies), and that by his/her/their signature(s), capacity(ies), and that by his/her/their signature(s), or the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
WITNESS by hand and Official Seal. Comm. #1105643	
NOTARY PUBLIC - CALIFORNIA O	
Comm. Exp. July 14, 2000	
(Signature of Notary)	
Assignor: CHUNLIN TAO	
$\int \Lambda$	
Chilis Tas	
Signature	
(ALIENA)(A)	
COUNTY OF LOS ANGELES)	
COUNTY OF LOS ANGECES	a
on Nov. 15 1996, before me, CHUNCIN TAO notary public, personally appeared CHUNCIN TAO personally known to me - OR - proved to me on the basis	_,
notary public, personally appeared	rc
SILLS(I IDEA CO C. "="	
ha/aha/they executed the bame at the first the	
capacity(ies), and that by his/her/their signature(s) on capacity(ies), and that by his/her/their signature(s) instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
person(s) acted, executed the	
WITNESS by hand and official seal.	
ALLOS BAS	

3

Assignor: ANDREW YANG

STATE OF CAUFORNIA)
COUNTY OF LOS ANGELES) On Nov. 15 1996, before me,

Notary Public, personally appeared

personally known to me - OR - proved to me on the basis

of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS by hand and official seal. TARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY (Signature of Notary) Comm. Exp. July 14, 2000

LESLIE LOUIE Assignor:

Signature

COUNTY OF LOS ANGELES

On NOV. 15,1996, before me, MARY HAAG

Notary Public, personally appeared LESLIE LOWE

WITNESS by hand and official seal.

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Signature of Notary)



Signature COUNTY OF LOS ANGELES SS On Notary Public, personally appeared TMNLI 741EA personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. MARY HAAG WITNESS by hand and official seal. Comm. #1105643 TARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY Comm. Exp. July 14, 2006 ZHIWEN YAO Assignor: COUNTY OF LOS ANGELE On Notary Public, personally appeared personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS by hand and official seal.

Assignor: TIANLI ZHENG

(Signature of Notar

MARY HAAG

COMM. #1105843

OTARY PUBLIC - CALIFORN

LOS ANGELES COUNTY

COMM. EXP. July 14, 2000

Assignor: PATRICK SOON-SHIONG
Man All
Signature
COUNTY OF LOS ANGELES)
COUNTY OF LOS ANGEORY)
Notary Public, personally appeared personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that subscribed to the same in his/her/their authorized he/she/they executed the same in his/her/their signature(s) on the capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS by hand and official seal. MARY HAAG Comm. #1105643 NOTARY PUBLIC - CALIFORNIA O LOS ANGELES COUNTY O
(Signature of Notary) Assignor: SHLOMO MAGDASSI
Assignor: SHLOMO MAGDASSI
Shlow Mydass. W
Signature
STATE OF Israel
) SS
COUNTY OF Jerusalem)
On 24.11.1996, before me, Henryk N e b e n z a hl , a Shlomo Magdassi, Notary Public, personally appeared y proved to me on the basis
Notary Public, personally appeared X proved to me on the basis
personally known to me - or Fig. whose name(s) is/are
of satisfactory evidence of the characteristic me characteristic me characteristics and satisfactory evidence of the characteristics and the char
he/ghe/fnev executed the bamb /;:
capacity(les), and that by the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS by hand and official seal.
Moragan D
TO CECEPT STORY OF THE WOTARTY
(Signature of Notary)
6

EJUDOR SOD - RUED EMT TO SOFTO PHT MI STATE TO YEATERSEE OF THE SETAL SERVING AMERICALLY TO STALE

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF VIVORX PHARMACEUTICAL, INC., a California corporation

APR 10 1998

BILL JONES. SECRETARY OF STATE

Patrick Soon-Shiong hereby certifies as follows:

- 1. He is the President and Secretary of VivoRx Pharmaceutical, Inc., a California corporation.
- 2. ARTICLE I of the Articles of Incorporation of this corporation is amended to read in full as set forth below:

٩I

The name of this corporation is American BioScience, Inc."

- 3. The amendment set forth above in Section 2 of this certificate (the "Amendment") has been duly approved by the Board of Directors of this corporation.
- 4. The Amendment has been duly approved by the required vote of the shareholders of this corporation in accordance with Section 902 of the California Corporations Code. This corporation has two series Preferred Stock and one class of Common Stock, all of which votes together as one class, and the number of outstanding shares entitled to vote with respect to the Amendment is 48,105,369. The number of shares voting in favor of the Amendment equaled or exceeded the vote required. The percentage vote required for the approval of the Amendment was more than fifty percent (50%).

The undersigned hereby declares under penalty of perjury under the laws of the State of California that he has read this certificate, knows the contents thereof, and that the same is igne and correct of his own knowledge.

Executed at Santa Monica California, on April 9, 1998.

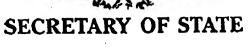
PATRICK SOON-SHIONE,

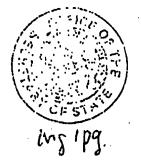
President and Secretary



DWRI.SCTONICISSS.1-49498







I, BILL JONES, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 1 4 1998



Billyones

Secretary of State

United States PATENT AND Trademark Office

MAR 1 3 2002

I.P. DEF **FOLEY & LARDNER**

MARCH 07; 2002

PTAS

FOLEY & LARDNER STEPHEN E. REITER P.O. BOX 80278 SAN DIEGO, CA 92138-0278 Chief Information Officer Washington, DC 20231 www.uspto.gov



101947488A

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/08/2002

REEL/FRAME: 012452/0371

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DESAI, NEIL P.

DOC DATE: 10/15/2001

ASSIGNOR:

SOON-SHIONG, PATRICK

DOC DATE: 10/24/2001

ASSIGNEE:

AMERICAN BIOSCIENCE, INC. 2730 WILSHIRE BOULEVARD SUITE 110

SANTA MONICA, CALIFORNIA 90403

SERIAL NUMBER: 09847945

PATENT NUMBER:

FILING DATE: 05/02/2001

ISSUE DATE:

KIMBERLY WHITE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS



)	01-15-2002	Atty. Dkt. No. ABI1460-	
FORM PTO-1595 (modified) (Rev 8-93) RECOR	101947488	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Director of the United States Patent and Tr	ademark Office: Please record the attac	thed original documents or copies thereof.	
Name of conveying party(ies):	2. Name and addres	2. Name and address of receiving party(ies):	
Neil P. Desai Patrick Soon-Shiong		oscience, Inc.	
	Suite 110	re Boulevard a, California 90403	
Additional conveying party(ies) NO			
3. Nature of conveyance: ASSIGNMENT			
Execution Date: October 15, 2001 and October 2	24, 2001 Additional name(s) 8	k address(es) attached? NO	
 4. Application number(s) or patent number(s). If this is being filed together with a new at A. Patent Application Number(s): 09/847,945 			
		_	
5. Name and address of party to whom corr	Additional numbers attached? NO		
concerning document should be mailed:	6. Total number of 7. Total fee (37 C.I	applications/patents involved: 1 F.R. § 3.41): \$40.00	
Stephen E. Reiter FOLEY & LARDNER	X Check Enclose	d	
P.O. Box 80278 San Diego, California 921	Charge to deposit account		
	DO NOT USE THIS SPACE		
9. Statement and signature: To the best of my knowledge and be is a true copy of the original document. The fees which may be required in this matter to	Commissioner is hereby authorized		
Stephen E. Reiter	8 July 8 .	10/29/01	
Name of person signing	Signature	Date	

Total number of pages including cover sheet, attachments, and document: 5

01/14/2002 BTON11 00000433 09847945

01 FC:581

40.00 OP

ASSIGNMENT BY INVENTORS

This assignment ("Assignment") is made by **Neil P. Desai** and **Patrick Soon-Shiong** both of Los Angeles, California, to Assignee, **AMERICAN BIOSCIENCE, INC**, a California corporation ("Assignee"), having a place of business at 2730 Wilshire Blvd., Suite 110, Santa Monica, California 90403

Recitals.

- A. Assignors have invented a new and useful invention entitled **COMPOSITIONS AND METHODS FOR TREATMENT OF HYPERPLASIA** (Atty. Dkt. No. ABI1460-3) for which an application for United States Letters Patent was filed on May 2, 2001 as Application No. 09/847,945.
- B. Assignors believe the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.
- C. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree to the foregoing and as follows:

- Assignors do and will sell, assign and transfer to Assignee, such Assignors' entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
- 2. Assignors agree that, upon request and without further compensation, but at no expense to such Assignors, such Assignors and such Assignors' legal representative and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignors hereby irrevocably designate and appoint Assignee and Assignee's duly authorized officers and agents as such Assignors' agents and attorney-in-fact to act for and on such Assignors' behalf and instead of such Assignors to execute such document, all with the same legal force and effect as if executed by such Assignors.
- 3. Assignors represent and warrant that such Assignors have not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

- 4. Assignors authorize and request the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.
- 5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

below. STATE OF CALIFORNIA COUNTY OF O Assignor: before me, the unders gned Notary Public in and for said State, personally appeared Neil P. Desai, personally known to me to be the person whose name is subscribed to the within instrument, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hef/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. BRADLEY P. BEILINSON COMM. # 1261469 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Comm Exp. May 19, 2004 Assignor: Signature: before me, the undersigned Notary Public in and for said State, personally appeared Patrick Soon-Shiong, personally known to me to be the person whose name is subscribed to the within instrument, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ber/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. JOANNE COTTO (Signature of Notary) Commission # 1318586 Notary Public - California Los Angeles County My Comm. Expires Aug 21, 2005

IN WITNESS WHEREOF, the Assignors have executed this Assignment on the date provided

This Page is Inserted by IFW Indexing and Scanning Operations and is not part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

☐ BLACK BORDERS
☐ IMAGE CUT OFF AT TOP, BOTTOM OR SIDES
☐ FADED TEXT OR DRAWING
☐ BLURRED OR ILLEGIBLE TEXT OR DRAWING
☐ SKEWED/SLANTED IMAGES
COLOR OR BLACK AND WHITE PHOTOGRAPHS
GRAY SCALE DOCUMENTS
LINES OR MARKS ON ORIGINAL DOCUMENT
☐ REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY

IMAGES ARE BEST AVAILABLE COPY.

□ OTHER: _____

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.